

Enterprise Settlement Administrator
P.O. Box 530592
Birmingham, AL 35253-0592

13 FEB 2015 PM 11



NOTICE OF OBJECTION

Dear Sir:

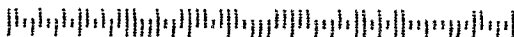
I object to the attorney's fees being requested by Plaintiffs' counsel. It appears that this action was brought for their benefit rather than the plaintiffs. I also object to fees being paid to out-of-state attorneys. It appears that they are creating disputes out of their normal jurisdiction for their own personal gain. The benefit to the plaintiffs is wholly disproportionate to the fees claimed.

Larry R. Hicks

REGISTRATION NUMBER: 16718558
DOWNEY FIFTH FLOOR PROD
2215 ROSEMONT TERRACE
MONTGOMERY, AL 36106

cc: Robertson
Scanacelli

36106223115



12. WHAT HAPPENS IF THE SETTLEMENT IS APPROVED BY THE COURT?

If the settlement is approved, this case will be over (unless someone timely appeals). You will be entitled to receive, at your choice, either cash in the form of a check or a voucher(s).

13. WHAT HAPPENS IF THE SETTLEMENT IS NOT APPROVED BY THE COURT?

If the settlement is not approved, the Settlement Agreement will be null and void and the parties will be returned to their prior positions in the litigation, which will then continue on for perhaps several more years.

14. WHERE CAN I GET ADDITIONAL INFORMATION?

The Settlement Agreement, Plaintiffs' counsel's application for fee and cost reimbursement, and certain other documents from the litigation will be available at www.RentalCarSettlementNevada.com. Or you may contact Plaintiffs' Counsel with any questions.

15. WHERE AND WHEN IS THE SETTLEMENT HEARING?

The Settlement Agreement will only take effect if it is approved by the Court as fair, reasonable, and adequate. **The Settlement Hearing is scheduled for May 12, 2015, at 10 a.m. in Courtroom 3 at the United States Courthouse, 400 S. Virginia Street, Reno, NV 89501.** You may attend if you desire, but need not do so. If you wish to be heard at the Hearing, you must file a Notice of Intent to Appear and Be Heard with the Clerk, U.S. District Court, 400 S. Virginia Street, Reno, NV 89501. **That Notice must be postmarked by April 13, 2015.** In addition, by that date you must send a copy of that Notice to the attorneys identified in paragraph 5, above.

IF YOU WISH TO APPEAR AT THE HEARING TO OBJECT TO THE SETTLEMENT, YOU MUST NOTIFY THE COURT AND COUNSEL IN WRITING OF YOUR INTENTION TO DO SO, WITH YOUR WRITTEN OBJECTIONS AND REASONS THEREFOR, AS DESCRIBED ABOVE.

DO NOT CONTACT THE COURT OR ENTERPRISE CONCERNING THIS NOTICE OR THE LAWSUIT. If you have questions or, if you would like more information about this notice or this case, you may contact Plaintiffs' counsel listed above in paragraph 8.

Dated: February 2, 2015

/s/ Larry R. Hicks
By Order of the Court

You may, at your own expense, retain a lawyer to assist you.

ANY OBJECTIONS TO THE SETTLEMENT MUST BEGIN WITH THE FOLLOWING STATEMENT: "I OBJECT TO THE PROPOSED SETTLEMENT IN Lee v. Enterprise Leasing Company West LLC, Case No. 3:10-cv-00326-LRH, U.S. District Court, Reno, Nevada."

All objections must state the objector's name, address, and telephone number or e-mail address, and shall provide a written statement of each objection asserted, including all grounds for the objection and reasons, if any, for requesting the opportunity to appear and be heard at the final approval hearing. You must sign the objection personally or by legal counsel.

6. CAN I EXCLUDE MYSELF FROM THE CLASS?

Yes. If you do not wish to collect the cash or free vouchers, you may exclude yourself from the Class. Class members may exclude themselves from the Class by logging on to www.RentalCarSettlementNevada.com, providing the requested identifying information and clicking the box that states you wish to exclude yourself. You may also exclude yourself by writing to the following address, and signing your request personally or by legal counsel, Enterprise Settlement Administrator, P.O. Box 530592, Birmingham, AL 35253-0592. *If you exclude yourself, you will not receive a check or free rental vouchers.* You will retain the right to file your own lawsuit against Enterprise for separately charging airport concession recovery fees at the Las Vegas, Reno, Elko, Henderson Executive and North Las Vegas airports. If you exclude yourself, you will not give up any claims that you might otherwise assert against Enterprise. If you wish to exclude yourself from the Class, you must submit a request for exclusion so that it is **postmarked** on or before April 13, 2015.

7. WAS THERE A PREVIOUS PROPOSED SETTLEMENT IN THIS CASE?

Yes. You may have received a notice concerning this litigation in 2011, which stated that you were eligible to receive certificates for discounts on future car rentals. That notice stated that the proposed settlement was subject to Court approval. The Court did **not** approve the settlement, and there was no distribution of certificates.

Because the settlement was not approved, it is of no effect. That means that any statements about the settlement, decisions to opt out, or other actions you may have taken in 2011 are of no effect. Unlike what was initially stated in 2011, you now have the right to choose between a cash payment or vouchers for free rentals.

8. WHO REPRESENTS PLAINTIFFS AND THE CLASS?

The Court has appointed the following attorneys to represent Plaintiffs and the class in this case:

G. David Robertson, Esq. (gdavid@nvlawyers.com)
Richard D. Williamson, Esq. (rich@nvlawyers.com)
ROBERTSON, JOHNSON, MILLER & WILLIAMSON
50 W. Liberty Street, Suite 600
Reno, NV 89501
Telephone: (775) 332-0117 Ext. 30

Arthur Stock, Esq. (astock@bm.net)
Susan Schneider Thomas, Esq. (stthomas@bm.net)
Shoshana Savett, Esq. (ssavett@bm.net)
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103
Telephone: (215) 875-3066

9. WHY DO PLAINTIFFS' COUNSEL SUPPORT THE SETTLEMENT?

Plaintiffs' Counsel believe that the settlement, which was reached after protracted litigation, reflects a reasonable and fair resolution of the claims asserted in this matter. The Defendants have vigorously contested the merits of Plaintiffs' claims and Counsel believe that the Settlement fairly compromises the parties' positions. While the Court has granted summary judgment for Plaintiffs on liability and restitution, Enterprise disagrees with this ruling and will appeal to the U.S. Court of Appeals for the Ninth Circuit. The Ninth Circuit could either overturn or uphold this ruling. Additionally, the Court granted Defendants' motion for summary judgment on damages.

10. HOW WILL PLAINTIFFS' COUNSEL BE PAID?

Plaintiffs' Counsel will petition for an award of fees and expenses to be paid by Defendants. *You will not be responsible to pay any portion of their fees.*

If this settlement with Enterprise and Vanguard is approved, Plaintiffs' Counsel will apply to the court for a total award of attorneys' fees, costs and expenses not to exceed \$2,625,000, which application the Defendants have agreed not to oppose. This amount includes services awards of up to \$10,000 for the class representatives (the named plaintiffs in this case).

Plaintiffs' Counsel have extensively worked on this matter without being paid for many years and they have advanced considerable amounts to pay for out-of-pocket expenses, including travel expenses and expenses for experts. Plaintiffs' Counsel reserve the right to seek a fee and expense award of up to \$2,625,000 to compensate them for their time and expenses in representing the Class in this matter. The Court will ultimately determine whether counsel are entitled to a fee award and the appropriate amount of any such award. Neither the Representative Plaintiffs' service awards nor any attorneys' fee awarded by the Court or paid by Defendants will decrease or have any other effect on the relief to be provided under this settlement.

11. WILL I HAVE TO PAY ANYTHING?

No. You are not required to pay anything in connection with the proposed settlement. However, if you choose to hire an attorney to represent you, you will be responsible for that attorney's fees and expenses.

LYDIA LEE and CAROLYN BISSONETTE,)
individually and on behalf of all others)
similarly situated,)

Plaintiffs,)
vs.)

ENTERPRISE LEASING COMPANY-WEST,)
a Delaware LLC; and VANGUARD CAR)
RENTAL USA, LLC, a Delaware LLC)

Defendants.)

Case No. 3:10-cv-00326-LRH-(WCG)

NOTICE OF PROPOSED SETTLEMENT

TO: All persons who rented a car from Enterprise at a Nevada airport during the period from June 3, 2004 through September 30, 2009, and were charged concession recovery fees. If you received this Notice, this probably includes you.

*A federal court authorized this notice. This is **not** a solicitation from a lawyer.*

PLEASE READ THIS NOTICE CAREFULLY AS IT ALLOWS YOU TO RECOVER MONEY AND OTHERWISE AFFECTS YOUR RIGHTS.

QUICK SUMMARY

The Proposed Settlement allows Class Members to choose between a minimum \$5.00 check (or larger cash refund based on certain fees you paid) OR one or more vouchers for a free day's rental from Enterprise. Cash payments will refund 80% of the contested fees that you paid and you only need to log onto a website or call a toll-free number in order to recover, which should take about a minute or two. You do not have to locate or provide any documentation of your rental history with Enterprise. We have minimized concerns about improper use of your personal or financial information because your payment will be computed from Enterprise's records and you do not need to provide any additional information.

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| 1. Why Should I Read This Notice? | 9. Why Do Plaintiffs' Counsel Support The Settlement? |
| 2. What Is This Lawsuit About? | 10. How Will Plaintiffs' Counsel Be Paid? |
| 3. Who Is Included In The Proposed Settlement? | 11. Will I Have To Pay Anything? |
| 4. What Are The Terms Of The Proposed Settlement? | 12. What Happens If The Settlement Is Approved By The Court? |
| 5. What Do I Need To Do? | 13. What Happens If The Settlement Is Not Approved By The Court? |
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| 8. Who Represents Plaintiffs And The Class? | |

1. WHY SHOULD I READ THIS NOTICE?

You are almost certainly eligible to get cash or a voucher for a free day's rental from Enterprise. If approved by the Court, the settlement will provide Class members with a choice of a check or voucher for a free day's rental from Enterprise. The only thing you will need to do is to log onto a website or call a toll-free number as described below.

Available records indicate that you are a member of the Class in the above class action. Your rights may be affected by the proposed settlement of this lawsuit. The proposed settlement is subject to Court approval at a Hearing scheduled for 10 a.m. on May 12, 2015. Your rights to participate in the proposed settlement as well as to object to or comment on that settlement are described below. **PLEASE TAKE THE TIME TO READ THIS IMPORTANT LEGAL NOTICE.**

2. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit is about a fee that you probably paid when you rented a car from Enterprise at a Nevada airport. More specifically, the case is about a line item on Enterprise contracts called an "airport concession recovery fee" or "Airport Access fee," that was calculated based on the rental amount for the car. We will refer to this as the "Concession Fee." These Concession Fees typically included an amount that represented 10% (or 11.1% in Reno) of the base rental rate for renting a car from Enterprise. The Court has ruled that Enterprise violated Nevada law by identifying this fee on the base rental rate as a separate line item (rather than including it in the base rental price itself) on rentals from June 3, 2004 through September 30, 2009 at its locations at Nevada airports (specifically, the Las Vegas, Reno, Elko, Henderson Executive or North Las Vegas airports, which will be referred to below as Nevada airports). Accordingly, the Court found that class members are entitled to a refund (with interest) of the amount of this fee. Enterprise disagrees with this ruling, but has decided to settle the case to avoid additional time and expense of continuing the litigation.

You are likely a class member because Enterprise's records indicate that you rented one or more cars from Enterprise at a Nevada airport during the period from June 3, 2004 through September 30, 2009 and were charged an airport concession recovery fee in connection with such rental(s). All such persons (excluding government entities) are members of the class, unless they exclude themselves as provided in paragraph 6 below.

4. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

The following is a summary of the basic terms and conditions of the proposed settlement. You may view the complete Settlement Agreement and other relevant documents at www.RentalCarSettlementNevada.com. If you do not have Internet access, you may request a copy of the Settlement Agreement from one of the Plaintiffs' Counsel (whose addresses are listed in paragraph 8 below).

IN SUMMARY, THE PROPOSED SETTLEMENT PROVIDES AS FOLLOWS:

(A) Class Members Can Choose to Receive Either Cash or Free Rental Vouchers

If you are a Class Member who rented from Enterprise at a Nevada airport, you are entitled to choose either: (i) a cash payment in the form of a check payable to you, which will be mailed to you, for 80% of the Concession Fees you paid during the Enterprise Class Period (with a minimum check amount of \$5.00); or (ii) one or more vouchers for free one-day rentals (free base rate only) based on the total amount of Concession Fees you paid during the Enterprise Class Period. The amount you paid in Concession Fees will depend on the amount you paid for your rental, but it was generally about 10-11.1% of the amount of the rental for the car (not including extras such as child car seats or GPS devices).

If you prefer to receive vouchers rather than the 80% cash refund of the Concession Fee, the number of vouchers you will receive will be determined as follows: a) one voucher for Concession Fees which total less than \$20; b) two vouchers for Concession Fees which total at least \$20 and less than \$40; c) three vouchers for Concession Fees which total at least \$40 and less than \$60; d) four vouchers for Concession Fees which total at least \$60 and less than \$80; and e) five vouchers for Concession Fees totaling \$80 or more. These vouchers will cover the base rate for any available vehicle up to full size class, but taxes, fees and options are not included. The vouchers will be valid for 24 months from date of issue on rentals at any Enterprise location in the United States and may be used in addition to other discounts or coupons. Vouchers may be transferred only to immediate family members (parents, children, spouses and legally recognized domestic partners) living at the same address. Vouchers may be used for consecutive days during the same rental. Rentals are subject to availability and standard rental qualifications. The vouchers have no cash value.

In addition, subject to Court approval, Enterprise has agreed not to oppose an application from Plaintiffs' Counsel for fees and expenses as well as service awards to the representative plaintiffs, as described in paragraph 10 below.

(B) Dismissal of Action and Release of Enterprise

If the settlement is approved, the case will be dismissed and all Class Members will release any claims against Enterprise that were asserted or could have been asserted in the case.

5. WHAT DO I NEED TO DO?

(A) IF YOU WISH TO COLLECT YOUR CASH OR GET FREE VOUCHERS:

To obtain a check or free rental vouchers, you only need to log onto a website or call a toll-free number and provide the registration number printed above your name and address on the outside of this notice. You will be told or shown the amount of Concession Fees that you are entitled to have refunded to you, or the number of vouchers that you can request instead. You will not have to provide any information from your prior rentals. You MUST log on to the website or call the toll-free number by July 13, 2015 at the latest in order to make your choice between cash or vouchers; otherwise, you will not receive anything.

You can go to www.RentalCarSettlementNevada.com (24 hours) or call (800) 673-4019 (9 am - 9 pm Eastern) to register to receive either a check or vouchers for free rentals.

If you need to update your address you may do so on the website or by writing to the claims administrator at the address on the outside of this notice.

(B) IF YOU WISH TO OBJECT TO THE SETTLEMENT OR TO PLAINTIFFS' COUNSEL'S APPLICATION FOR FEES AND EXPENSES:

If you wish to object to the settlement and/or the application for attorney's fees and costs, and you have not excluded yourself from the class, you must submit your objection in writing. You must send a written "Notice of Objection" by first-class mail or courier service (such as Federal Express or UPS) to the Clerk of the Court, U.S. District Court, 400 S. Virginia Street, Reno NV, 89501. **Your objection must be postmarked on or before April 13, 2015** for it to be considered and must briefly state the position(s) you wish to take with respect to the settlement and/or related matters, such as counsel's fee application. In addition you must send a copy of that objection to the following attorneys by that date:

G. David Robertson
ROBERTSON, JOHNSON, MILLER & WILLIAMSON
50 W. Liberty Street, Suite 600
Reno, NV 89501

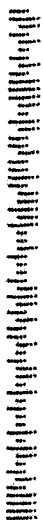
Janine L. Scancarelli
CROWELL & MORING LLP
275 Battery Street, 23rd Floor
San Francisco, CA 94111



Bruce J Downey II
2215 Rosemont Ter
Montgomery AL 36106-2231

CLERK OF THE COURT
U.S. DISTRICT COURT
400 S. VIRGINIA STREET
RENO, NV
89501

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